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*Attorney for Defendants,  
EPG Industries, LLC; Grem, LLC*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

EUROLOG PACKING GROUP,  
NORTH AMERICA, LLC, a  
California limited liability company

**Plaintiff,**

V.

EPG INDUSTRIES, LLC, a Florida limited liability company; GREM, LLC, a Delaware limited liability company; EUGENIO M. FERRI, an individual; ALEJANDRO STEINHÄUSER, an individual; and DOES 1 through 20, inclusive,

### Defendants.

**CASE NO. 2:18-cv-02982-VAP (JEMx)**

**STIPULATED PROTECTIVE  
ORDER**

## AND COUNTERCLAIMS

1      **1. GENERAL PROVISIONS**

2      **A. PURPOSES AND LIMITATIONS**

3      Discovery in this action is likely to involve production of confidential,  
4      proprietary or private information for which special protection from public  
5      disclosure and from use for any purpose other than prosecuting this litigation  
6      may be warranted. Accordingly, the parties hereby stipulate to and petition the  
7      Court to enter the following Stipulated Protective Order. The parties acknowledge  
8      that this Order does not confer blanket protections on all disclosures or responses  
9      to discovery and that the protection it affords from public disclosure and use  
10     extends only to the limited information or items that are entitled to confidential  
11     treatment under the applicable legal principles.

12     **B. GOOD CAUSE STATEMENT**

13     This action is likely to involve trade secrets, customer and pricing lists and  
14     other valuable research, development, commercial, financial, technical and/or  
15     proprietary information for which special protection from public disclosure and  
16     from use for any purpose other than prosecution of this action is warranted. Such  
17     confidential and proprietary materials and information consist of, among other  
18     things, customer lists and information, including customer contact and sales  
19     information subject to trade secret protection, confidential business or financial  
20     information, information regarding confidential business practices, or other  
21     confidential research, development, or commercial information (including  
22     information implicating privacy rights of third parties), information otherwise  
23     generally unavailable to the public, or which may be privileged or otherwise  
24     protected from disclosure under state or federal statutes, court rules, case decisions,  
25     or common law. Accordingly, to expedite the flow of information, to facilitate the  
26     prompt resolution of disputes over confidentiality of discovery materials, to ensure  
27     adequately protect information the parties are entitled to keep confidential, to ensure  
28     that the parties are permitted reasonable necessary uses of such material in

1 preparation for and in the conduct of trial, to address their handling at the end of the  
2 litigation, and serve the ends of justice, a protective order for such information is  
3 justified in this matter. It is the intent of the parties that information will not be  
4 designated as confidential for tactical reasons and that nothing be so designated  
5 without a good faith belief that it has been maintained in a confidential, non-public  
6 manner, and there is good cause why it should not be part of the public record of  
7 this case.

8 Heightened confidentiality provisions for certain sensitive competitive  
9 information is further justified here because the parties are direct competitors with  
10 each other in the same market, and any competitive information of one party  
11 disclosed to the other party would provide an unfair competitive advantage.

12       C.     ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
13                   SEAL

14       The parties further acknowledge, as set forth in Section 12.3, below, that this  
15 Stipulated Protective Order does not entitle them to file confidential information  
16 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
17 and the standards that will be applied when a party seeks permission from the court  
18 to file material under seal.

19       There is a strong presumption that the public has a right of access to judicial  
20 proceedings and records in civil cases. In connection with non-dispositive motions,  
21 good cause must be shown to support a filing under seal. *Kamakana v. City and*  
22 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors*  
23 *Corp.*, 307 F.3d 1206, 1210–1211 (9th Cir. 2002); *Makar-Welbon v. Sony Electrics,*  
24 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
25 require good cause showing), and a specific showing of good cause or compelling  
26 reasons with proper evidentiary support and legal justification, must be made with  
27 respect to Protected Material that a party seeks to file under seal. The parties' mere  
28 designation of Disclosure or Discovery Material as Protected Material does not—

1 without the submission of competent evidence by declaration, establishing that the  
2 material sought to be filed under seal qualifies as confidential, privileged, or  
3 otherwise protectable—constitute good cause.

4 Further, if a party requests sealing related to a dispositive motion or trial,  
5 then compelling reasons, not only good cause, for the sealing must be shown, and  
6 the relief sought shall be narrowly tailored to serve the specific interest to be  
7 protected. *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677–679 (9th Cir.  
8 2010). For each item or type of information, document, or thing sought to be filed  
9 or introduced under seal in connection with a dispositive motion or trial, the party  
10 seeking protection must articulate compelling reasons, supported by specific facts  
11 and legal justification, for the requested sealing order. Again, competent evidence  
12 supporting the application to file documents under seal must be provided by  
13 declaration.

14 Any document that is not confidential, privileged, or otherwise protectable  
15 in its entirety will not be filed under seal if the confidential portions can be redacted.  
16 If documents can be redacted, then a redacted version for public viewing, omitting  
17 only the confidential, privileged, or otherwise protectable portions of the document,  
18 shall be filed. Any application that seeks to file documents under seal in their  
19 entirety should include an explanation of why redaction is not feasible.

## 20 **2. DEFINITIONS**

21       2.1 Action: *Eurolog Packing Group North America, LLC v. EPG*  
22 *Industries, LLC, et al.* U.S. District Court for the Central District of California Case  
23 No. 2:18-cv-02982.

24       2.2 Challenging Party: a Party or Non-Party that challenges the  
25 designation of information or items under this Order.

26       2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
27 how it is generated, stored or maintained) or tangible things that qualify for  
28 protection under Federal Rule of Civil Procedure 26(c), and as specified above in

1 the Good Cause Statement.

2       2.4 Confidentiality Legend: a clear, legible, and unequivocal indication  
3 written or otherwise placed on any Disclosure or Discovery Material designated as  
4 Confidential Material and reading “CONFIDENTIAL” or “HIGHLY  
5 CONFIDENTIAL–ATTORNEYS’ EYES ONLY” as appropriate for the applicable  
6 confidentiality designation.

7       2.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
8 their support staff).

9       2.6 Designating Party: a Party or Non-Party that designates information or  
10 items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES  
12 ONLY.”

13       2.7 Disclosure or Discovery Material: all items or information, regardless  
14 of the medium or manner in which it is generated, stored, or maintained (including,  
15 among other things, testimony, transcripts, and tangible things), that are produced  
16 or generated in disclosures or responses to discovery in this matter.

17       2.8 Expert: a person with specialized knowledge or experience in a matter  
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
19 an expert witness or as a consultant in this Action.

20       2.9 “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY”  
21 Information or Items: information (regardless of how it is generated, stored or  
22 maintained) or tangible things that qualify for protection under Federal Rule of Civil  
23 Procedure 26(c), and require heightened protection for sensitive competitive  
24 information as specified above in the Good Cause Statement.

25       2.10 House Counsel: attorneys who are employees of a party to this Action.  
26 House Counsel does not include Outside Counsel of Record or any other outside  
27 counsel.

28       2.11 Non-Party: any natural person, partnership, corporation, association or

1 other legal entity not named as a Party to this action.

2       2.12 Outside Counsel of Record: attorneys who are not employees of a party  
3 to this Action but are retained to represent or advise a party to this Action and have  
4 appeared in this Action on behalf of that party or are affiliated with a law firm that  
5 has appeared on behalf of that party, and includes support staff.

6       2.13 Party: any party to this Action, including all of its officers, directors,  
7 employees, consultants, retained experts, and Outside Counsel of Record (and their  
8 support staffs).

9       2.14 Producing Party: a Party or Non-Party that produces Disclosure or  
10 Discovery Material in this Action.

11       2.15 Professional Vendors: persons or entities that provide litigation  
12 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
14 and their employees and subcontractors.

15       2.16 Protected Material: any Disclosure or Discovery Material that is  
16 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–  
17 ATTORNEYS’ EYES ONLY.”

18       2.17 Receiving Party: a Party that receives Disclosure or Discovery  
19 Material from a Producing Party.

20 **3. SCOPE**

21       The protections conferred by this Stipulation and Order cover not only  
22 Protected Material (as defined above), but also (1) any information copied or  
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
24 compilations of Protected Material; and (3) any testimony, conversations, or  
25 presentations by Parties or their Counsel that might reveal Protected Material. Any  
26 use of Protected Material at trial shall be governed by the orders of the trial judge.  
27 This Order does not govern the use of Protected Material at trial.

28       ///

1      **4. DURATION**

2      Once a case proceeds to trial, information that was designated as Protected  
3      Material or maintained pursuant to this protective order used or introduced as an  
4      exhibit at trial becomes public and will be presumptively available to all members  
5      of the public, including the press, unless compelling reasons supported by specific  
6      factual findings to proceed otherwise are made to the trial judge in advance of the  
7      trial. *Kamakana*, 447 F.3d at 1180–1181 (distinguishing “good cause” showing for  
8      sealing documents produced in discovery from “compelling reasons” standard  
9      when merits-related documents are part of court record). Accordingly, the terms of  
10     this protective order do not extend beyond the commencement of the trial.

11     **5. DESIGNATING PROTECTED MATERIAL**

12     **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

13     Each Party or Non-Party that designates information or items for protection under  
14     this Order must take care to limit any such designation to specific material that  
15     qualifies under the appropriate standards. The Designating Party must designate  
16     for protection only those parts of material, documents, items or oral or written  
17     communications that qualify so that other portions of the material, documents, items  
18     or communications for which protection is not warranted are not swept unjustifiably  
19     within the ambit of this Order.

20     Mass, indiscriminate or routinized designations are prohibited. Designations  
21     that are shown to be clearly unjustified or that have been made for an improper  
22     purpose (e.g., to unnecessarily encumber the case development process or to impose  
23     unnecessary expenses and burdens on other parties) may expose the Designating  
24     Party to sanctions.

25     If it comes to a Designating Party’s attention that information or items that  
26     it designated for protection do not qualify for protection, that Designating Party  
27     must promptly notify all other Parties that it is withdrawing the inapplicable  
28     designation.

1           5.2 Manner and Timing of Designations. Except as otherwise provided in  
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
4 under this Order must be clearly so designated with a Confidentiality Legend before  
5 the material is disclosed or produced.

6           Designation in conformity with this Order requires:

- 7           (a) for information in documentary form (e.g., paper or electronic  
8 documents, but excluding transcripts of depositions or other pretrial or  
9 trial proceedings), that the Producing Party affix at a minimum,  
10 applicable Confidentiality Legend to each page that contains protected  
11 material. If only a portion of the material on a page qualifies for  
12 protection, the Producing Party also must clearly identify the protected  
13 portion(s) (e.g., by making appropriate markings in the margins).

14           A Party or Non-Party that makes original documents available  
15 for inspection need not designate them for protection until after the  
16 inspecting Party has indicated which documents it would like copied  
17 and produced. During the inspection and before the designation, all of  
18 the material made available for inspection shall be deemed designated  
19 “CONFIDENTIAL.” After the inspecting Party has identified the  
20 documents it wants copied and produced, the Producing Party must  
21 determine which documents, or portions thereof, qualify for protection  
22 under this Order. Then, before producing the specified documents, the  
23 Producing Party must affix the applicable Confidentiality Legend to  
24 each page that contains Protected Material. If only a portion of the  
25 material on a page qualifies for protection, the Producing Party also  
26 must clearly identify the protected portion(s) (e.g., by making  
27 appropriate markings in the margins).

- 28           (b) for testimony given in depositions that the Designating Party identify

the Disclosure or Discovery Material and designate the same as Confidential Material on the record, before the close of the deposition.

- (c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the applicable Confidentiality Legend. If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

**5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

**6.1 Timing of Challenges.** Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

**6.2 Meet and Confer.** The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 *et seq.*

6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

6.4 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall

1 continue to afford the material in question the level of protection to which it is  
2 entitled under the Producing Party's designation until the Court rules on the  
3 challenge.

4 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

5       **7.1 Basic Principles.** A Receiving Party may use Protected Material that  
6 is disclosed or produced by another Party or by a Non-Party in connection with this  
7 Action only for prosecuting, defending or attempting to settle this Action. Such  
8 Protected Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a  
10 Receiving Party must comply with the provisions of section 13 below (FINAL  
11 DISPOSITION).

12       Protected Material must be stored and maintained by a Receiving Party at a  
13 location and in a secure manner that ensures that access is limited to the persons  
14 authorized under this Order.

15       **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless  
16 otherwise ordered by the court or permitted in writing by the Designating Party, a  
17 Receiving Party may disclose any information or item designated  
18 “CONFIDENTIAL” only to:

- 19           (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
20           well as employees of said Outside Counsel of Record to whom it is  
21           reasonably necessary to disclose the information for this Action;
- 22           (b) the officers, directors, and employees (including House Counsel) of  
23           the Receiving Party to whom disclosure is reasonably necessary for  
24           this Action;
- 25           (c) Experts (as defined in this Order) of the Receiving Party to whom  
26           disclosure is reasonably necessary for this Action and who have signed  
27           the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 28           (d) the court and its personnel;

- (e) court reporters and their staff;
  - (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
  - (g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
  - (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any Protected Material, unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and
  - (i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

### 7.3 Disclosure of “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES

**ONLY”** Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY” only to:

- (a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

- (b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
  - (c) the court and its personnel;
  - (d) court reporters and their staff;
  - (e) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
  - (f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
  - (g) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any Protected Material, unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and
  - (h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any Protected Material, that Party must:

- 1                             (a) promptly notify in writing the Designating Party. Such notification  
2                             shall include a copy of the subpoena or court order;
- 3                             (b) promptly notify in writing the party who caused the subpoena or order  
4                             to issue in the other litigation that some or all of the material covered  
5                             by the subpoena or order is subject to this Protective Order. Such  
6                             notification shall include a copy of this Protective Order; and
- 7                             (c) cooperate with respect to all reasonable procedures sought to be  
8                             pursued by the Designating Party whose Protected Material may be  
9                             affected. If the Designating Party timely seeks a protective order, the  
10                           Party served with the subpoena or court order shall not produce any  
11                           Protected Material before a determination by the court from which the  
12                           subpoena or order issued, unless the Party has obtained the  
13                           Designating Party's permission. The Designating Party shall bear the  
14                           burden and expense of seeking protection in that court of its  
15                           confidential material and nothing in these provisions should be  
16                           construed as authorizing or encouraging a Receiving Party in this  
17                           Action to disobey a lawful directive from another court.

18                           **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
19                             PRODUCED IN THIS LITIGATION**

20                           9.1 The terms of this Order are applicable to information produced by a  
21                           Non-Party in this Action and designated with a Confidentiality Legend or similar  
22                           indication of confidentiality. Such information produced by Non-Parties in  
23                           connection with this litigation is protected by the remedies and relief provided by  
24                           this Order. Nothing in these provisions should be construed as prohibiting a Non-  
25                           Party from seeking additional protections.

26                           9.2 In the event that a Party is required, by a valid discovery request, to  
27                           produce a Non-Party's confidential information in its possession, and the Party is  
28                           subject to an agreement with the Non-Party not to produce the Non-Party's

1 confidential information, then the Party shall:

- 2 (a) promptly notify in writing the Requesting Party and the Non-Party that
- 3 some or all of the information requested is subject to a confidentiality
- 4 agreement with a Non-Party;
- 5 (b) promptly provide the Non-Party with a copy of the Stipulated
- 6 Protective Order in this Action, the relevant discovery request(s), and
- 7 a reasonably specific description of the information requested; and
- 8 (c) make the information requested available for inspection by the Non-
- 9 Party, if requested.

10 9.3 If the Non-Party fails to seek a protective order from this court within  
11 14 days of receiving the notice and accompanying information, the Receiving Party  
12 may produce the Non-Party's confidential information responsive to the discovery  
13 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
14 not produce any information in its possession or control that is subject to the  
15 confidentiality agreement with the Non-Party before a determination by the court.  
16 Absent a court order to the contrary, the Non-Party shall bear the burden and  
17 expense of seeking protection in this court of its Protected Material.

## 18 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Receiving Party learns that, by inadvertence or otherwise, it has  
20 disclosed Protected Material to any person or in any circumstance not authorized  
21 under this Stipulated Protective Order, the Receiving Party must immediately:

- 22 1) notify in writing the Designating Party of the unauthorized disclosures;
- 23 2) use its best efforts to retrieve all unauthorized copies of the Protected
- 24 Material;
- 25 3) inform the person or persons to whom unauthorized disclosures were  
made of all the terms of this Order; and
- 26 4) request such person or persons to execute the "Acknowledgment and  
27 Agreement to Be Bound" that is attached hereto as Exhibit A.

1      **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
2      **OTHERWISE PROTECTED MATERIAL**

3      When a Producing Party gives notice to Receiving Parties that certain  
4      inadvertently produced material is subject to a claim of privilege or other protection,  
5      the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
6      Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
7      procedure may be established in an e-discovery order that provides for production  
8      without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
9      (e), insofar as the parties reach an agreement on the effect of disclosure of a  
10     communication or information covered by the attorney-client privilege or work  
11     product protection, the parties may incorporate their agreement in the stipulated  
12     protective order submitted to the court.

13      **12. MISCELLANEOUS**

14      12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
15     person to seek its modification by the Court in the future.

16      12.2 Right to Assert Other Objections. By stipulating to the entry of this  
17     Protective Order, no Party waives any right it otherwise would have to object to  
18     disclosing or producing any information or item on any ground not addressed in this  
19     Protective Order. Similarly, no Party waives any right to object on any ground to  
20     use in evidence of any of the material covered by this Protective Order.

21      12.3 Filing Protected Material. A Party that seeks to file under seal any  
22     Protected Material must comply with Local Civil Rule 79-5. Protected Material  
23     may only be filed under seal pursuant to a court order authorizing the sealing of the  
24     specific Protected Material at issue. If a Party's request to file Protected Material  
25     under seal is denied by the court, then the Receiving Party may file the information  
26     in the public record unless otherwise instructed by the court.

27      **13. FINAL DISPOSITION**

28      After the final disposition of this Action, as defined in paragraph 4, within

1       60 days of a written request by the Designating Party, each Receiving Party must  
2       return all Protected Material to the Producing Party or destroy such material. As  
3       used in this subdivision, “all Protected Material” includes all copies, abstracts,  
4       compilations, summaries, and any other format reproducing or capturing any of the  
5       Protected Material. Whether the Protected Material is returned or destroyed, the  
6       Receiving Party must submit a written certification to the Producing Party (and, if  
7       not the same person or entity, to the Designating Party) by the 60 day deadline that  
8       (1) identifies (by category, where appropriate) all the Protected Material that was  
9       returned or destroyed and (2) affirms that the Receiving Party has not retained any  
10      copies, abstracts, compilations, summaries or any other format reproducing or  
11      capturing any of the Protected Material. Notwithstanding this provision, Outside  
12      Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial,  
13      deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
14      and trial exhibits, expert reports, attorney work product, and consultant and expert  
15      work product, even if such materials contain Protected Material. Any such archival  
16      copies that contain or constitute Protected Material remain subject to this Protective  
17      Order as set forth in Section 4 (DURATION).

18      **14. VIOLATION**

19           Any violation of this Order may be punished by appropriate measures  
20      including, without limitation, contempt proceedings and/or monetary sanctions.

21      ///

22      [SIGNATURES ON FOLLOWING PAGE]

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1 I attest that all other signatories listed, and whose behalf this stipulation is  
2 submitted, concur with the stipulations content and have authorized the filing of this  
3 stipulation.

4  
5 DATED: March 6, 2019

JOSHUA R. FURMAN LAW CORP.

6  
7 By: /s/ Joshua R. Furman  
8 JOSHUA R. FURMAN  
9 *Attorney for Defendants,*  
10 EPG INDUSTRIES, LLC &  
11 GREM, LLC

12 DATED: March 6, 2019

TESSER GROSSMAN LLP

13  
14 By: /s/ Brandon M. Tesser  
15 BRANDON M. TESSER  
16 *Attorneys for Plaintiff,*  
17 EUROLOG PACKING GROUP,  
18 NORTH AMERICA

19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20  
21 DATED: March 8, 2019

22 /s/ - John E. McDermott  
23 Hon. John E. McDermott  
24 United States Magistrate Judge

## **EXHIBIT A**

## **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of *Eurolog Packing Group North America, LLC v. EPG Industries, LLC, et al.* U.S. District Court for the Central District of California Case No. 2:18-cv-02982.

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District Court  
17 for the Central District of California for enforcing the terms of this Stipulated  
18 Protective Order, even if such enforcement proceedings occur after termination of  
19 this action.

20 I hereby appoint \_\_\_\_\_ [print or type full name] of  
21 \_\_\_\_\_ [print or type full address  
22 and telephone number] as my California agent for service of process in connection  
23 with this action or any proceedings related to enforcement of this Stipulated  
24 Protective Order.

25 Date:

26 City and State where sworn and signed:

27

28 || Signature: \_\_\_\_\_